

INFORMATION TO OFFERORS OR QUOTERS <i>(Section A - Cover Sheet)</i>		1 SOLICITATION NO. N00174-01-R-0029		2. (X one) a. SEALED BID <input checked="checked" type="checkbox"/> b. NEGOTIATED (RFP) c. NEGOTIATED (RFQ)	
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INSTRUCTIONS

NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.

You are cautioned to note the "Certification of Non-Segregated Facilities" in the solicitation. Failure to agree to the certification will render your reply nonresponsive to the terms of solicitation involving awards of contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.

"Fill-ins" are provided on the face and reverse of Standard Forms 18 and 33, or other solicitation documents and Sections of Table of Contents in this solicitation and should be examined for applicability.

See the provision of this solicitation entitled either "Late Bids, Modification of Bids or Withdrawal of Bids" or "Late Proposals, Modifications of Proposals and Withdrawals of Proposals".

The envelope used in submitting your reply must be plainly marked with Solicitation Number, as shown above and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.

If NO RESPONSE is to be submitted, detach this sheet from the solicitation, complete the information requested on reverse, fold, affix postage, and mail. NO ENVELOPE IS NECESSARY.

Replies must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

3. ISSUING OFFICE (Complete mailing address, including Zip Code)	Supply Department, Code 1142J Indian Head Div, NAVSURFWARCEN 101 Strauss Avenue Indian Head, Md. 20640
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4. ITEM TO BE PURCHASED (Brief description)

MOTOR TUBES

5. PROCUREMENT INFORMATION (X and complete as applicable)			
<input type="checkbox"/>	a. THIS IS A FULL AND OPEN PROCUREMENT		
<input checked="checked" type="checkbox"/>	b. THIS PROCUREMENT IS A 100% SET-ASIDE FOR ONE OF THE FOLLOWING (X one). (See Section 1 of the Table of Contents in this solicitation for details of the set-aside.)		
<input checked="checked" type="checkbox"/>	(1) Small Business	(2) Labor Surplus Area Concern	(3) Combined Small Business/ Labor Area Concern

6. ADDITIONAL INFORMATION:

 POC: KAREN TINDLEY, 1142J
 Email: tindleyka@ih.navy.mil
 Tel: (301)744-6385 Fax: (301)744-6547

FOR INFORMATION ON THIS PROCUREMENT WRITE OR CALL		
7 NAME AND ADDRESS Karen Tindley ADDRESS SAME AS BLOCK 3	TELEPHONE (Area Code, No. & Ext.) (301)744-6385	NO COLLECT CALLS

8. REASONS FOR NO RESPONSE (X all that apply)				
<input type="checkbox"/>	a. CANNOT COMPLY WITH SPECIFICATIONS		<input type="checkbox"/>	b. CANNOT MEET DELIVERY REQUIREMENT
<input type="checkbox"/>	c. UNABLE TO IDENTIFY THE ITEM (s)		<input type="checkbox"/>	d. DO NOT REGULARLY MANUFACTURE OR SELL
<input type="checkbox"/>	OTHER (Specify)		THE TYPE OF ITEMS INVOLVED	
9. MAILING LIST INFORMATION (X ONE)				
<input type="checkbox"/>	YES	<input type="checkbox"/>	NO	
WE DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENTS OF THE TYPE OF ITEM (s) INVOLVED				
10. RESPONDING FIRM				
a. COMPANY NAME			b. ADDRESS (Including Zip Code)	
c. ACTION OFFICER				
(1) Typed or Printed Name (Last, First, Middle Initial)		(2) Title	(3) Signature	(4) Date Signed (YYMMDD)

DD FORM 1707 REVERSE, MAR 90

FOLD

AFFIX
STAMP
HERE

FROM:

SOLICITATION NUMBER	
N00174-01-R-0029	
DATE (YYMMDD)	LOCAL TIME
23-Jul-01	3:00 p.m.

TO: SUPPLY DEPARTMENT
INDIAN HEAD DIVISION, NSWC
101 STRAUS AVENUE
INDIAN HEAD, MARYLAND 20640
CODE:1142J

FOLD

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO	PAGE OF PAGES 1 55	
2. CONTRACT NO.		3. SOLICITATION NO. N00174-01-R-0029		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 21 Jun 2001	6. REQUISITION/PURCHASE NO. 22221-10312205/ 10312218	
7. ISSUED BY INDIAN HEAD DIVISION, NAVAL SURFACE WARFARE CENTER 101 STRAUSS AVENUE INDIAN HEAD, MD 20640-5035				8. ADDRESS OFFER TO (If other than Item 7) CODE See Item 7			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"							
SOLICITATION							
9. Sealed offers in original and <u>1</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Supply Dept. Bldg 1558</u> until <u>15 00</u> local time <u>23 Jul 2001</u> (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME KAREN TINDLEY		B. TELEPHONE (Include area code)(NO COLLECT CALLS) 301/744-6385		C. E-MAIL ADDRESS tindleyka@ih.navy.mil	
11. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION		PAGE(S)	(X)	SEC.	DESCRIPTION
PART I - THE SCHEDULE					PART II - CONTRACT CLAUSES		
X	A	SOLICITATION/ CONTRACT FORM		1	X	I	CONTRACT CLAUSES
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS		2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS		
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT		7	X	J	LIST OF ATTACHMENTS
X	D	PACKAGING AND MARKING		13	PART IV - REPRESENTATIONS AND INSTRUCTIONS		
X	E	INSPECTION AND ACCEPTANCE		15	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS
X	F	DELIVERIES OR PERFORMANCE		16			
X	G	CONTRACT ADMINISTRATION DATA		19	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS
X	H	SPECIAL CONTRACT REQUIREMENTS		22	X	M	EVALUATION FACTORS FOR AWARD
OFFER (Must be fully completed by offeror)							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)							
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE		18. OFFER DATE	
AWARD (To be completed by Government)							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than Item 7)		CODE		25. PAYMENT WILL BE MADE BY		CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.							

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NAME OF OFFEROR OR CONTRACTOR

SECTION B Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0001

Motor Tubes

In accordance with the Statement of Work and Drawings: 525-174-0131, Revision F; 525-174-0152, Revision D; 525-174-0057, Revision A; Specifications: MIL-STD-100; MIL-T-6738; MIL-G-81322; ASTM A513; MIL-STD-1303; MIL-H-18911; and MIL-E-16663

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0001AA

10

Each

Same as Item 0001- First Article

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0001AB

700

Each

Same as Item 0001 - Production Quantity

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0001AC

700

Each

Same as Item 0001 – Production Quantity First Article Waived

STEPLADDER OPTION I

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Motor Tubes In accordance with the Statement of Work and Drawings: 525-174-0131, Revision F; 525-174-0152, Revision D; 525-174-0057, Revision A; Specifications: MIL-STD-100; MIL-T-6738; MIL-G-81322; ASTM A513; MIL-STD-1303; MIL-H-18911; and MIL-E-16663				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	Step Ladder Quantity - Same as Item 0002	300	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB	Step Ladder Quantity - Same as Item 0002	500	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC	Step Ladder Quantity - Same as Item 0002	800	Each		

STEPLADDER OPTION II

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Motor Tubes In accordance with the Statement of Work and Drawings: 525-174-0131, Revision F; 525-174-0152, Revision D; 525-174-0057, Revision A; Specifications: MIL-STD-100; MIL-T-6738; MIL-G-81322; ASTM A513; MIL-STD-1303; MIL-H-18911; and MIL-E-16663				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA	Step Ladder Quantity - Same as Item 0003	300	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB	Step Ladder Quantity - Same as Item 0003	500	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AC	Step Ladder Quantity - Same as Item 0003	800	Each		

STEPLADDER III

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Motor Tubes In accordance with the Statement of Work and Drawings: 525-174-0131, Revision F; 525-174-0152, Revision D; 525-174-0057, Revision A; Specifications: MIL-STD-100; MIL-T-6738; MIL-G-81322; ASTM A513; MIL-STD-1303; MIL-H-18911; and MIL-E-16663				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA	Step Ladder Quantity - Same as Item 0004	300	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB	Step Ladder Quantity - Same as Item 0004	500	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AC	Step Ladder Quantity - Same as Item 0004	800	Each		

STEPLADDER OPTION IV

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Motor Tubes In accordance with the Statement of Work and Drawings: 525-174-0131, Revision F; 525-174-0152, Revision D; 525-174-0057, Revision A; Specifications: MIL-STD-100; MIL-T-6738; MIL-G-81322; ASTM A513; MIL-STD-1303; MIL-H-18911; and MIL-E-16663				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AA		300	Each		
	Step Ladder Quantity - Same as Item 0005				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AB		500	Each		
	Step Ladder Quantity - Same as Item 0005				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AC		800	Each		
	StepLadder Quantity - Same as Item 0005				

NOTE: SHOULD THE GOVERNMENT EXERCISE THE OPTIONS THEY WILL BE EXERCISED FOR ONE SUB-CLIN ONLY, IE., 0002AA, 0002AB, OR 0002AC, ETC. ONCE THE OPTION IS EXERCISED FOR A SUB-CLIN THAT OPTION IS NO LONGER AVAILABLE.

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SECTION C Descriptions and Specifications

CLAUSES INCORPORATED BY FULL TEXT

ASSIGNMENT AND USE OF NATIONAL STOCK NUMBERS (NAVSEA) (MAY 1993)

To the extent that National Stock Numbers (NSNs) or preliminary NSNs are assigned by the Government for the identification of parts, pieces, items, subassemblies or assemblies to be furnished under this contract, the Contractor shall use such NSNs or preliminary NSNs in the preparation of provisioning lists, package labels, packing lists, shipping containers and shipping documents as required by applicable specifications, standards or Data item Descriptions of the contract or as required by orders for spare and repair parts. The cognizant Government Contract Administration Office shall be responsible for providing the Contractor such NSNs or preliminary NSNs which may be assigned and which are not already in possession of the Contractor.

STATEMENT OF WORK FOR MK 22 MOD 4 MOTOR TUBE

1.0 Scope:

A. This Statement of Work (SOW) defines the efforts required for the manufacturing of the MK 22 MOD 4 Motor tube per drawing 525-174-0131.

2.0 Applicable Documents:

A. The following documents are applicable to this SOW.

2.1 Drawings:

525-174-0131 MOTOR TUBE (2 PAGES) Rev F
525-174-0152 HYDRASTATIC TEST Rev D
525-174-0057

2.2 Industry Standards:

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SAE AMS-H-6875 Heat Treatment Of Steel Raw Materials
ASME B1.3M Screw Thread Gaging System For Dimensional Acceptability – Inch And Metric Screw Threads
(UN, UNR, UNJ, M, And MJ) Errata – 1994
ASTM C559 Standard Test Method For Bulk Density By Physical Measurements Of Manufactured Carbon And
Graphite Articles R(2000)
ASTM C565 Standard Test Method For Tension Testing Of Carbon And Graphite Mechanical Materials R(1998)
ASTM-A-513

2.3 Military Standards:

MIL-STD-1303 Painting
MIL-STD-130 Identification Marking Of U.S. Military Property

2.4 Military Specifications:

MIL-H-18911
MIL-E-16663
MIL-G-81322
MIL-T-6736
MIL-I-45208

3.0 Requirements:

A. The contractor is to produce the end item Motor Tube in accordance with drawing 525-174-0131 as identified in Section 2.1. The following is a detailed SOW for manufacturing the Motor tube.

3.1 First Article Sample:

A. This section may be waived via approval by IHD/NSWC if the contractor has previously produced this item and has made no changes to the manufacturing process.

B. A first article inspection will be performed after the award of the contract and prior to the full-scale production of the Motor tube. Ten sample units will be submitted to IHD/NSWC for the first article inspection. These samples must be production representative, meaning that they are manufactured using the same materials, equipment, processes and procedures that are will be used in production.

Certifications & data required under this contract for the first article motor tubes shall be submitted to NSWC along with the first article motor tube shipment.

Production Plan

A production plan shall be developed and submitted prior to delivery of the first production batch of tubes. The plan shall meticulously detail the manufacturing process used to produce the tube. The plan shall include but should not be limited to descriptions of the following:

Forming Operations (If applies to process)

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Machining
Hydrostatic Testing
Priming
Painting
Final Inspection

The vendor shall notify NSWC/IH in writing if the production plan changes. The vendor shall note that changes to production plan could result in the necessity of an additional first article sample and test series. This additional first article sample and test series shall be at the vendor's expense.

Hydrostatic testing

Hydrostatic proof testing shall be done in accordance with drawing 525-174-0131 note (8) and drawing 525-174-0152.

The liquid used in hydrostatic testing shall not affect any of the materials on the tube. (I.e. water causing rust).

Other rocket motor components required to do the hydrostatic testing shall be forwarded to the vendor as Government Furnished Material (GFM). The material may be cycled (pressurized / unpressurized) at the discretion of the vendor. The material may be discarded if damaged or at the end of the contract. The vendor should account for 30 days shipping time if additional GFM is required.

Marking

Indent or etch the manufacture's code symbol and "14083-525-174-0131" in 0.125 high characters circumferentially on the outer surface in position shown on drawing 525-174-0131 before painting. Markings shall be IAW MIL-H-18911. The bore shall not be deformed by application of markings. See note 6 on drawing 525-174-0131.

Painting

The motor tube shall be cleaned and painted in accordance with MIL-H-18911. See note 7 on drawing 525-174-0131. The final coat shall be gray (No. 26307) IAW MIL-E-16663, Type I, Class optional per MIL-STD-1303, system No. 60. The following exemptions apply.

Primer and primer pretreatment on motor tube interior shall extend between 2.75 +/- 0.10 from the threaded end. Interior shall not have topcoat.

Grease silicone IAW drawing 525-174-0057, shall be substituted for grease, MIL-G-81322, to protect unpainted or unprimed surfaces.

General Data and Certification Requirements

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The following are general requirements and data items. All data items shall be supplied to NSWC with each shipment.

All data and certifications shall be traceable to each delivery or and applicable batch. Indenting or etching of the tubes shall be in accordance with the drawing 525-174-0131 note (6)

Material certification (chemical composition) of the metal shall be sent to NSWC/IH. The material lots shall be traceable via applicable batch. Material shall be in accordance with the applicable material specification allowed by drawing 525-174-0131. At a minimum the certification shall contain the percentages of the constituents in the metal. If several material batches or lots are included in the production run, NSWC/IH may require the vendor to re-submit a full or partial first article sample to examine suspect material. Any new first article samples and tests shall be at the vendor's expense.

The vendor shall certify that the dimensions are in accordance with the DWG 525-174-0131. Actual measured dimensions shall be listed on a copy of the Final Inspection Plan as developed by the vendor. Final dimensional inspection shall be after final machining and painting.

Certification of compliance for painting shall be sent to NSWC/IH on a per shipment basis.

Certification of compliance for hydrostatic testing shall be sent to NSWC/IH on a per shipment basis. The certification shall list the measurements after hydrostatic testing. The data shall be typed or neatly printed on 8.5 x 11-inch paper.

The manufacturer may define the content and format for all certifications and data. The content and format shall be reviewed during first article testing and changes to the content of format may be required for production shipments.

3.7 Deliverables:

The following are items are required deliverables:

- A. Ten motor tubes in accordance with drawing 525-174-0131 for a first article inspection.
- B. Amount according to contract motor tubes in accordance with drawing 525-174-0131 for the production lot.
- C. The contractor is required to submit a certification of conformance to the drawings, specifications and standards of Section 2.0 for all items. All certifications should be traceable to the Motor tube serial number and applicable batch. Contractor format is acceptable.
- D. The contractor will provide a certification of dimensional conformance for each item in addition to dimensional inspection data sampled using MIL-STD-1916 for the production lot. Contractor format is acceptable.

3.3 Shipping Location:

- A. All hardware deliverables will be shipped to the location as identified below:

Indian Head Division

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Naval Surface Warfare Center
101 Strauss Avenue
Indian Head MD, 20640-5035
Attention: Code 2310

B. All documentation deliverables will be shipped to the locations as identified below:

Indian Head Division
Naval Surface Warfare Center
101 Strauss Avenue
Indian Head MD, 20640-5035
Attention: Code 2310 V
Copy to: Code 2310 P

3.4 Notes To Contractor:

Approval of methods or processes used by the contractors to manufacture the Motor tube does not relieve the contractor from manufacturing the item free from defects as defined in applicable specifications.

FIRST ARTICLE (GOVERNMENT TESTING) (NAVSEA) (SEP 1990)

(a) For the purpose of this contract, the "First Article" is synonymous with the terms "preproduction model(s)" and "preproduction equipment".

(b) The production equipment shall be manufactured with tools, materials and methods which are the same as, or representative of the tools, material and methods which were used to manufacture the First Article. The First Article shall not be delivered for first article approval tests as provided for in the clause of this contract entitled "FIRST ARTICLE APPROVAL--GOVERNMENT TESTING" (FAR 52.209-4) until after the Contractor has fully tested it, at its expense, to determine compliance with said requirements and it has been preliminarily accepted by the Contract Administration Office. The Contractor shall make a record of all data obtained during such tests in such form as is consonant with good engineering practice and furnish five (5) copies thereof. The cover sheet of each copy of this record shall be marked with this contract number and the item identification. One (1) copy shall be furnished to the Contract Administration Office at the time of inspection for preliminary acceptance, one (1) copy shall accompany the First Article on delivery thereof, and three (3) copies shall be furnished to the Naval Sea Systems Command and the time of First Article delivery.

(c) Pursuant to paragraph (e) of the clause entitled "FIRST ARTICLE APPROVAL--GOVERNMENT TESTING", the First Article shall not be delivered as part of the production quantity.

PERMITS AND RESPONSIBILITIES (NAVSEA) (SEP 1990)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and Municipal laws, codes, and regulations, in connection with any movement over the public highways of overweight/over dimensional materials.

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WAIVER OF FIRST ARTICLE REQUIREMENTS (NAVSEA) (SEP 1990)

If the First Article is waived by the Government, the Contractor shall deliver supplies that are identical or substantially identical to those previously accepted by the Government under the following contract(s):

Contract(s)

(Offeror to fill in contract number(s), as applicable. See Section M)

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SECTION D Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

MARKING OF SHIPMENTS (COMMERCIALLY PACKAGED ITEMS)(NAVSEA/IHD) FEB 2000

(a) Marking shall be in accordance with ASTM D 3951-90, "Commercial Packaging of Supplies and Equipment."

(b) Additional markings are stated below:

Contract No:

Bldg:

Code:

*Note: When the item is over 1000 lbs the contractor is to stencil the weight on the crate

IDENTIFICATION MARKING OF PARTS (NAVSEA) (NOV 1996)

Identification marking of individual parts within the systems, equipments, assemblies, subassemblies, components, groups, sets or kits, and of spare and repair parts shall be done in accordance with applicable specifications and drawings. To the extent identification marking of such parts is not specified in applicable specifications or drawings, such marking shall be accomplished in accordance with the following:

- (1) Parts shall be marked in accordance with generally accepted commercial practice.
- (2) In cases where parts are so small as not to permit identification marking as provided above, such parts shall be appropriately coded so as to permit ready identification.

MARKING AND PACKING LIST(S) (NAVSEA) (NOV 1996)

(a) Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with best commercial practice.

(b) Packing List(s). A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container or palletized unit load shall be provided by the Contractor with each shipment. When a contract line item identified under a single stock number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items.

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Where assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.

(c) Master Packing List. In addition to the requirements in paragraph (b) above, a master packing list shall be prepared where more than one shipment, shipping container or palletized unit load comprise the contract line item being shipped. The master packing list shall be attached to the number one container and so identified.

(d) Part Identification. All items within the kit, set, installation hardware or material shall be suitably segregated and identified within the unit pack(s) or shipping container by part number and/or national stock number.

PACKAGING LANGUAGE (W/OTHER THAN MIL-E-17555 REQUIREMENT) (NAVSEA)

For Level A packaging and Level A and Level B packing, use of polystyrene "loose-fill" material is prohibited for packaging and packing applications such as cushioning, filler, dunnage, etc.

For Level C packaging and packing and if specifications stated "Domestic shipment and early equipment installation of onboard repair parts", unless approved by the procuring activity (see 6.2 of the packaging specification), use of polystyrene "loose-fill" material for packaging and packing applications such as cushioning, filler, dunnage, etc. is prohibited. When approved, unit packages and containers (interior and exterior) shall be marked or labeled as follows:

Contents cushioned, etc. with polystyrene "loose-fill" material. Not to be taken aboard ship. Remove and discard "loose-fill" before shipboard storage. If required, recushion, etc., with cellulosic material, bound fiber, fiberboard, transparent flexible cellular material, etc.

In Section 6, "Ordering Data" add "when polystyrene 'loose-fill' material is approved".

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SECTION E Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE:

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

INSPECTION AND ACCEPTANCE TIMEFRAME (NAVSEA/IHD) FEB 2000

Inspection and acceptance of supplies to be furnished under this contract shall be made by the Government within 45 days after receipt of material. Payment will be tendered not later than 30 days after acceptance has occurred.

INSPECTION AND ACCEPTANCE (DESTINATION) (NAVSEA/IHD) (FEB 2000)

Inspection and acceptance of the supplies or services to be furnished hereunder shall be made at destination by the receiving activity.

INSPECTION AND ACCEPTANCE LANGUAGE FOR F.O.B. DESTINATION (NAVSEA)

Item(s) 0001 thru 0005 AC__ - Inspection and acceptance shall be made at destination by a representative of the Government.

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SECTION F Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE:

52.211-17	Delivery of Excess Quantities	SEP 1989
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

52.211-8 TIME OF DELIVERY (JUN 1997)

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

CLINS	DELIVERY DATE	UNIT OF ISSUE	QUANTITY	FOB	SHIP TO ADDRESS
0001					NAVAL SURFARE WARFARE CENTER RECEIVING OFFICER BUILDING 116 101 STRAUSS AVENUE INDIAN HEAD, MD 20640-5035
0001AA	90 DAYS ADC AFTER APPROVAL OF FIRST ARTICLE	Each	10	Dest.	
0001AB	120 DAYS ADC	Each	700	Dest.	
0001AC	120 DAYS ADC	Each	700	Dest.	
0002		Each			
0002AA	120 DAYS AFTER OPTION IS EXERCISED	Each	300	Dest.	
0002AB	120 DAYS AFTER OPTION IS EXERCISED	Each	500	Dest.	
0002AC	120 DAYS AFTER OPTION IS EXERCISED	Each	800	Dest.	
0003		Each			
0003AA	120 DAYS AFTER OPTION IS EXERCISED	Each	300	Dest.	

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0003AB	120 DAYS AFTER OPTION IS EXERCISED	Each	500	Dest.
0003AC	120 DAYS AFTER OPTION IS EXERCISED	Each	800	Dest.
0004		Each		
0004AA	120 DAYS AFTER OPTION IS EXERCISED	Each	300	Dest.
0004AB	120 DAYS AFTER OPTION IS EXERCISED	Each	500	Dest.
0004AC	120 DAYS AFTER OPTION IS EXERCISED	Each	800	Dest.
0005		Each		
0005AA	120 DAYS AFTER OPTION IS EXERCISED	Each	300	Dest.
0005AB	120 DAYS AFTER OPTION IS EXERCISED	Each	500	Dest.
0005AC	120 DAYS AFTER OPTION IS EXERCISED	Each	800	Dest.

Within Days

After Date

Item No. Quantity of Contract

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

Within Days

After Date

Item No. Quantity of Contract

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(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

(End of clause)

52.211-16 VARIATION IN QUANTITY (APR 1984)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

10 Percent increase

(End of clause)

PLACE OF DELIVERY: DESTINATION (NAVSEA/IHD) FEB 2000

(a) The articles to be furnished hereunder shall be delivered all transportation charges paid by the contractor to:

Receiving Officer
Indian Head Division
Naval Sea Systems Command
101 Strauss Avenue
Indian Head, Maryland 20640-5035

(b) Bids submitted on a basis other than F.O.B. Destination will be rejected as non-responsive and proposals may be deemed unacceptable.

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SECTION G Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE:

252.242-7000 Postaward Conference

DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

CERTIFICATE OF COMPLIANCE (NAVSEA/IHD) FEB 2000

(a) A certification of material shall be provided by the Contractor, one (1) copy to accompany the shipment (in the packing list envelope) and (1) copy mailed to arrive at time of receipt of the shipment. Mark all certificates to the attention of Code 11M.

(b) The certificate shall state compliance of material with drawing specification and contract/order requirements. The certificate shall as a minimum state the company name, contract/order number, drawing or specification number, and date. The certificate shall state, above the signature of a legally authorized representative of the company, the following:

This certification concerns a matter within the jurisdiction of an agency of the United States and making a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code 1001.

(c) Failure to provide certification at the time of shipment may result in material being rejected and returned at the contractor's expense.

INDIAN HEAD DIVISION, NAVAL SEA SYSTEMS COMMAND, HOURS OF OPERATION AND HOLIDAY SCHEDULE (NAVSEA/IHD) FEB 2000

1. The policy of this station is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the Naval Sea Systems Command. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at his expense with no cost or liability to the U.S. Government.

2. The scheduled holidays for Indian Head Division, Naval Sea Systems Command are:

HOLIDAY	DATE OF OBSERVANCE
New Year's Day	01 January (Tuesday)*
Martin Luther King's Birthday	21 January (Monday)*
President's Day	18 February (Monday)*
Memorial Day	28 May (Monday)*
Independence Day	4 July (Wednesday)*

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Labor Day	3 September (Monday)*
Columbus Day	15 October (Monday)*
Veteran's Day	12 November (Monday)*
Thanksgiving Day	22 November (Thursday)*
Christmas Day	25 December (Tuesday)*

* If the actual date falls on a Saturday, the holiday will be observed the preceding Friday. If the holiday falls on a Sunday, the observance shall be on the following Monday.

3. The hours of operation for the Contracts Division and Receiving Branch are as follows:

<u>AREA</u>	<u>FROM</u>	<u>TO</u>
Contracts Division (BLDG. 1558)	7:30 A.M.	4:00 P.M.
Receiving Branch (BLDG. 116)	7:30 A.M. 12:30 P.M.	11:00 A.M. 2:00 P.M.

If you intend to visit the Contracts Division, it is advised that you call for an appointment at least 24 hours in advance.

5252.232-9000 SUBMISSION OF INVOICES (FIXED PRICE) (JUL 1992)

(a) "Invoice" as used in this clause does not include contractor requests for progress payments.

(b) The contractor shall submit original invoices with copies to the address identified in the solicitation/contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).

(c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.

(d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

(e) The contractor shall prepare:

- ☐ a separate invoice for each activity designated to receive the supplies or services.
☒ a consolidated invoice covering all shipments delivered under an individual order.
☐ either of the above.

(f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will

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forward acceptance verification to the designated payment office.

* Check applicable procedure.
(End of clause)

INVOICE MAILING INSTRUCTIONS

MAIL INVOICES TO: INDIAN HEAD DIVISION, NAVSEA
COMPTROLLER DEPARTMENT CODE 021
ACCOUNTING AND FINANCE DIVISION BLDG 1601
101 STRAUSS AVE
INDIAN HEAD, MD 20640-5035

SEA G-1

CONTRACT ADMINISTRATION DATA LANGUAGE (NAVSEA)

(a) Electronic Funds Transfer (EFT) Payment Requirements

FAR 52.232-33, MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT, is included in this solicitation/contract. All Contractor payments will be made by EFT unless excepted or otherwise determined by the paying office designated in the contract.

The Contractor must initiate enrollment in EFT by contacting the paying office designated in the contract and requesting form SF 3881, Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Plan. This form must be completed by the Contractor and their financial institution and returned to the paying office. The paying office will complete the process and notify the Contractor that EFT enrollment is complete. All payments under this contract will be held until the Contractor provides the required EFT enrollment information.

(b) Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

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SECTION H Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

SEA H-1

NAVSEA 5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

As used throughout this contract, the following terms shall have the meanings set forth below:

- (a) DEPARTMENT - means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.
- (d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:
 - (1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.
 - (2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

NOTICE OF INCORPORATION OF SECTIONS K, L, AND M (NAVSEA/IHD) FEB 2000

The following sections of the solicitation will not be distributed with the contract; however, they are incorporated in and form a part of the resultant contract as though furnished in full text therewith:

SECTION	TITLE
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NSN 7540-01-152-8057	50336-101	OPTIONAL FORM 336A (4-86) Sponsored by GSA FAR (48 CFR) 53.110
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K Representations, Certifications and Other Statements of Offerors (Bidders)

L Instructions, Conditions, and Notices to Offerors (Bidders)

M Evaluation Factors for Award

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SECTION I Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	OCT 1995
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-4	Printing or Copying Double-Sided on Recycled Paper	AUG 2000
52.208-9	Contractor Use of Mandatory Sources of Supply	MAR 1996
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-6	Notice Of Total Small Business Set-Aside	JUL 1996
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-3	Convict Labor	AUG 1996
52.222-20	Walsh-Healy Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	FEB 1999
52.222-35	Affirmative Action For Disabled Veterans And Veterans of the Vietnam Era	APR 1998
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era	JAN 1999
52.223-6	Drug Free Workplace	JAN 1997
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-8	Duty-Free Entry	FEB 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.229-3	Federal, State And Local Taxes	JAN 1991
52.229-5	Taxes--Contracts Performed In U S Possessions Or Puerto Rico	APR 1984
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	MAY 1997
52.232-9	Limitation On Withholding Of Payments	APR 1984

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52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-16 Alt I	Progress Payments (Mar 2000) - Alternate I	MAR 2000
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.209-7003	Compliance With Veterans' Employment Reporting Requirements	MAR 1998
252.225-7012	Preference For Certain Domestic Commodities	AUG 2000
252.225-7017	Prohibition on Award to Companies Owned by the People's Republic of China	FEB 2000
52.232-25	Prompt Payment	JUN 1997
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	DEC 1998
52.233-1 Alt I	Disputes (Dec 1998) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.244-6	Subcontracts for Commercial Items and Commercial Components	OCT 1998
52.247-63	Preference For U.S. Flag Air Carriers	JAN 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	Buy American Act And Balance Of Payments Program	MAR 1998
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7007	Buy American Act--Trade Agreements--Balance of Payments Program	APR 2000
252.225-7008	Supplies To Be Accorded Duty-Free Entry	MAR 1998
252.225-7009	Duty-Free Entry--Qualifying Country Supplies (End Products and Components)	AUG 2000
252.225-7010	Duty-Free Entry--Additional Provisions	AUG 2000
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	DEC 2000
252.225-7025	Restriction on Acquisition of Forgings	JUN 1997
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.225-7037	Duty Free Entry--Eligible End Products	AUG 2000
252.232-7004	DOD Progress Payment Rates	FEB 1996
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998

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252.246-7000 Material Inspection And Receiving Report
252.247-7023 Transportation of Supplies by Sea

DEC 1991
MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

52.209-4 FIRST ARTICLE APPROVAL--GOVERNMENT TESTING (SEP 1989)

(a) The Contractor shall deliver 10 unit(s) of Lot/Item CLIN 0001 within 90 calendar days from the date of this contract to the Government at:

Indian Head Division
NAVSEA
101 Strauss Avenue
Indian Head, MD 20640-5035
Attn: Code 2310P

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for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within 45 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time limit specified in paragraph (b) of this clause. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, the Contractor--

(1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and

(2) Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.

(f) If the Government does not act within the time specified in paragraphs (b) or (c) of this clause, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

(h) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.

(i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

(End of clause)

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52.223-11 OZONE-DEPLETING SUBSTANCES (JUN 1996)

(a) Definitions. Ozone-depleting substance, as used in this clause, means any substance designated as Class I by the Environmental Protection Agency (EPA) (40 CFR Part 82), including but not limited to chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or any substance designated as Class II by EPA (40 CFR Part 82), including but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

“WARNING: Contains (or manufactured with, if applicable) _*, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.”-----

* The Contractor shall insert the name of the substance(s).

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the

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Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(g) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

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(j) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (MAR 2001)

(a) Definitions. As used this clause--

"Commercial item", has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The following clauses shall be flowed down to subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (FEB 1999) (E.O. 11246).

(iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1998) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (JUN 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

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252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION.(MAR 2000)

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr2000.com>.

(End of clause)

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52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

ITEMS	LATEST OPTION EXERCISE DATE
0002	WITHIN 365 DAYS AFTER CONTRACT AWARD
0003	WITHIN 365 DAYS AFTER EXERCISE OF PRIOR OPTION
0004	WITHIN 365 DAYS AFTER EXERCISE OF PRIOR OPTION
0005	WITHIN 365 DAYS AFTER EXERCISE OF PRIOR OPTION
(End of clause)	

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SECTION J List of Documents, Exhibits and Other Attachments

List of Documents Exhibits and Other Attachments

1. Drawing 525-174-0131
2. Drawing 525-174-0152
3. Drawing 525-174-0057
4. First Article Test Plan
5. Past Performance Matrix (*)
6. Past Performance Questionnaire (*)

*Note: THESE ATTACHMENTS ARE LOCATED AT THE END OF THE SOLICITATION.

DRAWINGS ARE NOT ATTACHED DUE TO FORMATTING RESTRICTION. PLEASE E-MAIL YOUR REQUEST FOR A COPY OF THE DRAWINGS TO tindleyka@ih.navy.mil

First Article Test Plan For MK 22 MOD 4 MOTOR TUBE

1.0 GENERAL

This test plan is supplied to the vendor as information only. The vendor is to manufacture motor tubes IAW the contract statement of work. The vendor is not required to perform this test plan.

A. The standard quantity of tubes to be submitted for inspection under this test plan shall be ten (10). The units submitted shall be manufactured using the same supplies, processes, and procedures that the vendor will be using for production units.

B. All ten (10) of the tubes shall be "end item" units IAW contract requirements.

2.0 Tests to be completed by NSWC on finished units

A. All units shall be radiographically inspected, in the 0,90,180,270 degree and top (through the dome) planes, IAW MIL-STD-2175, class 1, grade C using reference radiograph ASTM E192.

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- B. All units shall undergo a full dimensional inspection. Hardness, Rockwell C, shall be measured at both ends and middle of the motor tube.
- C. After the units have successfully passed tests 2.0 and B of this test plan, Eight tubes shall be motor loaded with Condition code A hardware and propellant grains. One motor shall be conditioned at -40 degrees F, one shall be conditioned to + 125 degrees F and the remaining shall be conditioned to +70 degrees F IAW WS 24354. All shall then be statically fired IAW 24354.
- D. After successful static firing the tubes at the discretion of NSWC, be re-examined for steps 2.0 a,b, and c of this test plan. Unless a catastrophic failure occurs, such as burn through or explosion, the units shall not be rejected for data gathered after they are ballistically tested.

3.0 Examination of certifications and data (all tubes)

- A. The following certifications shall be reviewed for information content and format:
- material certification (chemical composition)
 - dimensional certifications
 - hydrostatic certifications
 - painting certifications
 - shipment serial numbers listing

4.0 Application of this Test Plan:

- A. Indian Head Division, Naval Surface Warfare Center (IHD/NSWC) reserves the right to omit steps from this test plan. The decision to omit steps will be based on the contractors past experience in manufacturing MK 22 MOD 4 Motor tubes.

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SECTION K Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contradictory to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as an agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

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(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

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(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name-----

TIN-----

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(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

52.207-4 ECONOMIC PURCHASE QUANTITY--SUPPLIES (AUG 1987)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

	OFFEROR RECOMMENDATIONS		
	PRICE		
ITEM	QUANTITY	QUOTATION	TOTAL

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APR 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

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(i) The Offeror and/or any of its Principals--

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(D) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(E) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of

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an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of performance (street Name and address of owner and
address, city, state, county, zip operator of the plant or facility
 code) if other than offeror or respondent

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2000) ALTERNATE I (OCT 2000) & ALTERNATE II (OCT 2000)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 336415.

(2) The small business size standard is 1,000 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

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(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision). The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

() Black American.

() Hispanic American.

() Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

() Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

() Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

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52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ☐ It has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:
(Check each block that is applicable.)

☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

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[] (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

[] (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

[] (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

[] (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

5252.211-9000 NOTICE TO OFFERORS - USE OF OZONE DEPLETING SUBSTANCES (AUG 1993)

(a) In accordance with section 326 of Pub L.102-484, the Department of Defense is prohibited from awarding any contract which includes a DoD-directed specification or standard that requires the use of a Class I ozone depleting substance (ODS) or that can be met only through the use of such a substance unless such use has been approved by a senior acquisition official (SAO). The SAO approval is based on a technical certification that no suitable substitute for the ODS is currently available.

(b) To comply with this statute, the Navy has screened the specifications and standards associated with this solicitation. To the extent that ODS requirements were revealed by this review they are identified below:

Class I ODS Identified **Specification/Standard**

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(c) If offerors possess knowledge about any other Class I ODS required directly or indirectly by the specification or standards, the Navy would appreciate such information in your response to this solicitation. Offerors are under no obligation to comply with this request and no compensation can be provided for doing so.

(End of Notice)

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SECTION L Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE:

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.214-34	Submission Of Offers In The English Language	APR 1991
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.211-2	Availability of Specifications Listed in the DOD Index of Specifications and Standards (DODISS) and Descriptions Listed in the Acquisition Management Systems and Data Requirements Control List, DoD 5010.12-L	DEC 1999

CLAUSES INCORPORATED BY FULL TEXT

52.211-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (DEC 1999)

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained--

(a) From the ASSIST database via the Internet at <http://assist.daps.mil>; or

(b) By submitting a request to the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of provision)

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market

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that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price Supply contract resulting from this solicitation.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

NAVSEA INDIAN HEAD DIVISION
101 STRAUSS AVENUE
INDIAN HEAD, MD 20640-5035

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ATTENTION: MR. DAVID E. HALL

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

[Insert one or more Internet addresses]

SECTION L PROPOSAL REQUIREMENTS (FEB 2000) (NAVSEA/IHD)

I. GENERAL INSTRUCTIONS

Each offeror must submit an offer/proposal and other written information in strict accordance with these instructions. When evaluating an offeror the Government will consider how well the offeror complied with both the letter and spirit of these instructions. The Government will consider any failure in the part of the offeror to comply with both the letter and spirit of these instructions to be an indication of the type of conduct it can expect during contract performance. Therefore, the Government encourages offerors to contact the contracting officer by telephone, facsimile transmission, e-mail, or mail in order to request any explanation of any aspect of these instructions.

OFFERORS SHALL ADDRESS THE FOLLOWING FACTORS: (Listed in order of importance)

- Factor 1 - Technical Experience
- Factor 2 - Plan of Action
- Factor 3 - Past Performance
- Factor 4 - Cost/Price

A. The technical proposal, past performance information, and the cost and price proposal shall be submitted in separate volumes. The technical proposal shall not contain any cost/pricing information.

The offeror shall submit the following information:

1. Two (2) completed and signed solicitation packages, with all representations and certifications executed, and with prices in Section B and any other cost/price information. Volume I

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***Please note, that there should be no technical information included in this volume.**

2. Five (5) copies of the technical proposal, Volume II.
3. Three (3) copies of the past performance information, Volume III.

I. VOLUME I

This volume shall contain two(2) complete copies of the solicitation (the RFP) with all representations/certifications executed and pricing appropriately noted in section B or any continuation sheets. Information should be submitted to clearly show the basis for the amount of each cost element and how the amount was developed providing sufficient information for Government use in determining the proposed costs/prices fair and reasonable.

II. VOLUME II - TECHNICAL PROPOSAL

A. Technical proposal shall contain information/documentation in sufficient detail to enable evaluation based on the factors/sub-factors listed in Section M, Clause entitled Best Value Evaluation and Basis for Award and as detailed below. To this end, each technical proposal shall be so specific, detailed and complete as to clearly and fully demonstrate that the prospective contractor has a thorough knowledge and understanding of the requirements and has valid and practical solutions for technical problems. Statements which paraphrase the specifications or attest that standard procedures will be employed, are inadequate to demonstrate how it is proposed to comply with the requirements of the specifications, and this clause.

B. The technical proposal shall be limited to twenty (20) pages, single-sided, no foldouts, 1 1/2 spaced, 10 pitch type (or word processor equivalent). The pages shall be evaluated with respect to those pages numbered from (1) to the specified limit with excess pages treated as though not submitted and not evaluated. Specifically, the proposal shall be organized as follows:

The format and content of the technical proposal shall contain a response to each of the factors outlined below:
Volume II – Two tabs

Tab I - Shall address Factor 1 – **Technical Experience**

The offeror shall answer the following questions:

1. Is the prime contractor certified to all of the required quality specifications?
2. If sub-contractors are being employed, are they certified to all of the required quality specifications?
3. Explain in detail how the MK 22 MOD 4 Motor tube will be processed. Include all critical factors in the manufacturing process involved in making the Motor tube.
4. Provide a schedule for production of the MK 22 MOD 4 Motor tube from start to finish identifying but not limited to the processes provided in your answer to number 3 of Section 3.0.
5. What difficulties are expected in manufacturing the MK 22 MOD 4 Motor tube, and what corrective actions will be utilized to eliminate these difficulties?

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6. Provide a detailed process flow document, including a chart that you propose for the complete manufacturing of the MK 22 MOD 4 Motor tube.

7. List process controls that will be used to ensure that the MK 22 MOD 4 Motor tube is in accordance with the all requirements of drawings 525-174-0131.

Tab II – Shall address Factor 2 – **Plan of Action**

The offeror shall answer the following questions:

1. Will sub-contractors be used? If yes, provide each sub-contractor's company name, point of contact, address and phone number.

2. For each manufacturing process identified below, provide the contracting company's name that will be performing the work. Also provide a description of relevant experience the respective company has in relation to the manufacturing process and to the manufacturing of rocket motor exhaust nozzles or similar products.

- A. Machining
- B. Inspection (Dimensional, painting)
- C. Priming/Coating/Painting (as required)

3. Does the prime or any sub-contractor need any additional personnel or equipment to complete the contract requirements?

VOLUME III – PAST PERFORMANCE

Volume III shall contain only the Past Performance Information (Not to exceed twelve (12) pages total).

Past performance is a measure of the degree to which an offeror, as an organization, has during the past three (3) years: (1) satisfied its customers, and (2) complies with federal, state, and local laws and regulations. The offeror shall provide a list of references using the Past Performance Matrix, (Attachment 4), who will be able to provide information regarding the offerors past performance during the past three (3) years regarding: (1) the quality and timeliness of the offerors work; (2) the reasonableness of its prices, costs, and claims; (3) the reasonableness of its business behavior –its willingness to cooperate and helpfulness in solving problems; (4) its concern for the interests of its customers; and (5) its integrity.

The offeror will submit the Past Performance Questionnaire (Attachment 5) to each of the references listed on the Past Performance Matrix, a minimum of three (3) is required. The offeror shall instruct the references to complete the Past Performance Questionnaire and return it directly to:

NAVSEA INDIAN HEAD, SURFACE WARFARE CENTER DIVISION
101 Strauss Avenue, Bldg 1558
Indian Head, MD 20640-5035

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Karen A. Tindley, Contract Specialist, Code 1142J

The offerors selected references must be listed on the Past Performance Matrix. Failure of the references to submit the Past Performance Questionnaire to the contract specialist within the requested timeframe will result in the inability of the Government to rank the offerors past performance.

The offeror shall explain, if any, the role that sub-contractors have played in contributing to the successess and/or failures of the offeror and to what extent sub-contractors performance has contributed to the past performance evaluation.

52.211-3 AVAILABILITY OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS (JUN 1988)

The specifications cited in this solicitation may be obtained from:

(Activity) _____
(Complete address) _____

(Telephone number) _____
(Person to be contacted) _____

The request should identify the solicitation number and the specification requested by date, title, and number, as cited in the solicitation.

(End of clause)

52.211-4 AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS (JUN 1988)

(Activity) _____
(Complete address) _____

(Telephone number) _____
(Person to be contacted) _____

(End of clause)

SUBSTITUTION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (MAY 1998)

Your proposal shall identify where you are substituting your previously approved Single Process Initiative (SPI) processes for specified requirements. In addition, offerors shall provide the information required by DFARS 252.211-7005, paragraph (c).

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SECTION M Evaluation Factors for Award

CLAUSES INCORPORATED BY REFERENCE:

52.217-5 Evaluation Of Options

JUL 1990

CLAUSES INCORPORATED BY FULL TEXT

EVALUATION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (NOV 1996)

Previously approved Single Process Initiative (SPI) processes will be evaluated under the source selection criteria of the RFP. If the successful offeror has previously approved SPI processes in the proposal, those SPI processes will be incorporated into the contract upon award.

SECTION M BEST VALUE EVALUATION AND BASIS FOR AWARD (FFP) (MAR 2000) (NAVSEA/IHD)

- I. **GENERAL:** The Government shall award a contract resulting from this solicitation to the responsible offeror whose submission, complying with the instructions and conforming to the solicitation, represents the best overall value on the basis of an integrated assessment of the evaluation factors for award. Once all evaluations are complete and tabulated in accordance with the Source Selection Plan, the Government will make a series of comparisons among the offerors by comparing the tabulated scores to the evaluated price or, from these comparisons the Government will determine the offeror who offers the best value to the Government. This is a subjective evaluation process.
- II. **RELATIVE IMPORTANCE OF THE EVALUATION FACTORS:** Since an Offeror must comply with the instructions contained in the Instructions to Offerors it behooves an offerors to read carefully the instructions as the Contracting Officer may eliminate an Offeror from further consideration for failure to comply with the instructions. In deciding which of the offerors, complying with the instructions. In deciding which of the offerors, complying with the instructions, is the best overall value the Government will consider the following factors, listed in order of importance unless otherwise notes:

Factor 1 – Technical Experience

Factor 2 - Plan of Action

Factor 3 - Past Performance

Factor 4 - Cost/Price

Once all evaluations are completed the corresponding scores shall be tabulated and placed in a chart as follows in this example:

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Offeror	Factors 1 & 2 Scores*	Past Performance Rating	Cost/Price
A	88	Excellent	\$ 750,000.00
B	93	Excellent	\$ 785,000.00
C	0**	Good	\$ 765,000.00
D	82	Excellent	\$ 760,000.00
E	93	Poor	\$ 762,000.00

*Note to exceed 100

** Offeror did not comply with RFP instructions – offer was not evaluated.

Once this information is tabulated, offerors will be compared making value and price tradeoffs and award will be made to the offeror that represents the Best Value to the Government. If the offeror with the highest scores also represents the lowest price then that offeror is clearly the Best Value. If an offeror with higher scores has a higher price, then a determination must be made whether the difference in value is worth the higher price. In the example the Government may award to Offeror A, Offeror B (If it could be determined whether the difference in greater value is worth the difference in price when compared to Offeror A) or Offeror D. Offeror E, even though reflective of a high technical score would be eliminated based on the Poor Past Performance rating.

SEA M-711

WAIVER OF FIRST ARTICLE REQUIREMENTS (GOVERNMENT TESTING) (NAVSEA) (SEP 1990)

(a) If supplies identical or substantially identical to those called for in the Schedule have been previously furnished by the Offeror and have been accepted by the Government, the first article requirements may be waived by the Government. The Offeror shall identify below the contract(s) under which supplies identical or substantially identical to those called for have been previously accepted by the Government:

Contract(s) _____

(b) All offerors should submit an offer on the basis that first article requirements will not be waived (hereinafter referred to as OFFER A). Offerors who believe, on the basis of paragraph (a) above, that they may qualify for waiver of first article may also submit an offer on the basis that the first article requirements will be waived (hereinafter referred to as OFFER B). This solicitation contains separate delivery schedules for OFFER A and OFFER B.

(c) Subject to considerations of responsiveness of offers and responsibility of Offeror and subject to other evaluation factors provided for in this solicitation, offers will be evaluated on the basis of lowest cost to the Government whether or not such lowest cost involves waiver of first article requirements, and thus the low offer will be either the low offer on the basis of OFFER A submitted by any Offeror or the low offer on the basis of OFFER B submitted by an Offeror whom the Government determines to be eligible for first article waiver, whichever is lower.

(d) Offers will be evaluated so as to take into account the cost to the Government of testing the first article. The cost to the Government of such testing will be added to the price of all offers which include first article requirements. For the

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purpose of making this evaluation, it is estimated that \$15,000.00 will be the cost to the Government for first article testing.

(e) Any award resulting from this solicitation will state whether the first article requirements are or are not waived. In the event of waiver, all clauses and references to the first article will not be applicable.

**PAST PERFORMANCE QUESTIONNAIRE COVER
SHEET**
FOR SOLICITATION NUMBER N00174-01-R-0029

Name of offeror questionnaire is being
completed for:

Name of company completing questionnaire:

Name of the person and title completing
questionnaire:

Length of time your firm has been involved with the
offeror:

Type of work performed by
referenced offer:

**SUBMIT PAST PERFORMANCE QUESTIONNAIRE
TO:**

NAVSEA INDIAN HEAD, SURFACE
WARFARE CENTER DIVISION
101 Strauss Avenue, Bldg 1558
Indian Head MD 20640-5 5035
KAREN A. TINDLEY Contract Specialist,
Code 1142J

BY: Closing Date

PAST PERFORMANCE QUESTIONNAIRE INTERVIEW SHEET
SOLICITATION NUMBER: N00174-01-R-0029

RATING SCALE

Please use the following ratings to answer the questions. If you are unable to rate an item because it was not a requirement, never an issue, or you have no knowledge of the item in question then you should mark "N/A".

EVALUATION CRITERIA

- | | |
|--------------------|---|
| Excellent - | The offerors performance was consistently superior.
The contractual performance was accomplished with
Few minor problems for which corrective action taken
By the contractor were highly effective. |
| Good - | The offerors performance was good, better than average,
Etc., and that they would willingly do business with the
Offeror again. The contractual performance was
Accomplished with some minor problems for which
Corrective actions taken by the contractor were effective. |
| Neutral - | No record exists. |
| Poor - | The offerors performance was entirely unsatisfactory
And that they would not do business with the offeror
again under any circumstances. The contractual
performance of the element being assessed contains
problems for which the contractor corrective actions
appear to be or were ineffective. |

CUSTOMER SATISFACTION

- | | |
|--|-------------|
| 1. The referenced contractor was responsive to the
Customers needs. | E G N P N/A |
| 2. The contractors personnel were qualified
To meet the requirements. | E G N P N/A |
| 3. The contractors ability to accurately estimate
Costs. | E G N P N/A |

TIMELINESS

4. The contractors ability to ensure, to the extent of
Its responsibility, that all tasks were completed within
The requested time frame. E G N P N/A

TECHNICAL SUCCESS

5. The contractor had a clear understanding of the work
Detailed in the SOW. E G N P N/A
6. The contractors ability to complete tasks
correctly the first time. E G N P N/A
7. The contractors ability to resolve problems. E G N P N/A

QUALITY

8. The contractors quality and reliability of services delivered. E G N P N/A
9. Quality, reliability, and maintainability of hardware delivered. E G N P N/A

PLEASE PROVIDE SUBJECTIVE REPOSSES FOR THE FOLLOWING:

10. Would you recommend this contractor for similar government contracts? Please explain:

11. Have you experienced special or unique problems with the referenced contractor that we should be aware of in making our decision?

12. In summary, which of the following would you choose to describe the quality of the referenced contractors service:

Significantly better than acceptable

Slightly better than acceptable

Acceptable

Slightly less than acceptable

Entirely unacceptable

13. In summary, which of the following would you choose to describe reference contractors willingness to cooperate to resolve performance disagreements:

Highly cooperative

Cooperative

Somewhat uncooperative

Highly uncooperative

Thank you for taking the time to complete the above information.

Name: _____, Date _____.

PAST PERFORMANCE MATRIX

References	\$ Value of Contract	Work Description	Contract Completed on Time YES / NO	Contract Completed at Cost YES / NO (if no % of overrun)	Provide Explanation for NO answers

REFERENCES COLUMN SHOULD INCLUDE GOVERNMENT ACTIVITY/ COMPANY NAME, ADDRESS, POC AND TELEPHONE NUMBER.

SOURCE SELECTION INFORMATION
SEE FAR 3.104